EXHIBIT 14

	1 '		
4		1	Proceedings - February 22, 2006
1 2 3	X	2	THE UMPIRE: Let's all go on the
3 4	In the Matter of the Arbitration	3	record.
5	SECURITY INSURANCE COMPANY OF HARTFORD Itself	4	Good morning, we are at the
_	and as Successor in Interest to THE FIRE AND CASUALTY INSURANCE COMPANY OF CONNECTICUT and	-	C,
6	THE CONNECTICUT INDEMNITY COMPANY,	5	organizational meeting in the matter of
7		6	an arbitration between Security
8	Claimant,	7	Insurance Company of Hartford and
	-against-	8	others, petitioners, and Commercial Risk
9	COMMERCIAL RISK REINSURANCE COMPANY LIMITED	9	Reinsurance Company Limited (Bermuda)
10	COMMERCIAL RISK REINSURANCE COMPANY LIMITED (BERMUDA) and COMMERCIAL RISK RE-INSURANCE	10	and Commercial Risk Re-Insurance Company
11	COMPANY (VERMONT),	11	(Vermont), respondents.
	Respondents.	12	Let's do an identification of
12	X	13	everybody in the room, going this way
13	Fabruary 22, 2006	14	round. I'll start.
14	February 22, 2006 10:05 a.m.	15	I'm David Thirkill, umpire in this
15	Stroock & Stroock & Lavan LLP	16	matter.
16	180 Maiden Lane New York, New York	17	MR. HABER: Martin D. Haber, I'm
17	ORGANIZATIONAL MEETING	18	the party-appointed arbitrator for
18 19	BEFORE:	19	Security of Hartford.
20	DAVID A. THIRKILL, Umpire	20	MR, THIBODEAU: Brian Thibodeau,
21	DAVID A. TRIRKILL, Ompile	21	senior counsel of Royal & SunAlliance.
22	MARTIN D. HABER, ESQ., Arbitrator	22	MR. LEFEBVRE: Andre Lefebvre,
	THEODOR DIELMANN, Arbitrator	23	financial risk officer of Royal &
23 24		24	SunAlliance.
	Reported by: ANDREW WALKER, RPR (1991)	25	MS. JACOBSON: Michelle Jacobson,
25	ANDREW WALKER, RPR (1991)		
	2		
1		1	Proceedings - February 22, 2006
2 3	APPEARANCES:	2	Stroock & Stroock & Lavan, for the
3	STROOCK & STROOCK & LAVAN LLP Attorneys for Claimant	3	claimants.
4	180 Maiden Lane	4	MR. HAVER: Dennis Haver,
5	New York, New York 10038-4982	5	assistant general counsel with Security,
	BY: ROBERT LEWIN, ESQ. MICHELLE L. JACOBSON, ESQ.	6	part of the Royal & SunAlliance group of
6 7	MICHELLE L. JACOBSON, ESQ.	7	companies.
8	D'AMATO & LYNCH	8	MR. LEWIN: Robert Lewin, from
9	Attorneys for Respondents 70 Pine Street	9	Stroock & Stroock & Lavan, for the
	New York, New York 10270		·
10	BY: JOHN P. HIGGINS, ESQ.	10	claimants.
		11 12	MR. HIGGINS: John Higgins,
11		17	
11 12	ALSO PRESENT:		D'Amato & Lynch, for the respondents.
11 12 13		13	MS. LACROIX: Joelle de Lacroix,
12 13	BRIAN THIBODEAU, ESQ. Senior Counsel	13 14	MS. LACROIX: Joelle de Lacroix, Commercial Risk.
12 13 14	BRIAN THIBODEAU, ESQ.	13 14 15	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you.
12 13	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ.	13 14 15 16	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor
12 13 14	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel	13 14 15 16 17	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed
12 13 14 15 16	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance	13 14 15 16 17	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk.
12 13 14 15 16 17	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE	13 14 15 16 17	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an
12 13 14 15 16 17	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance	13 14 15 16 17	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an agenda. Does everybody have that or
12 13 14 15 16 17	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE Financial Risk Officer Royal & SunAlliance	13 14 15 16 17 18 19	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an
12 13 14 15 16 17 18	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE Financial Risk Officer Royal & SunAlliance JOELLE de LACROIX	13 14 15 16 17 18 19 20	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an agenda. Does everybody have that or
12 13 14 15 16 17 18	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE Financial Risk Officer Royal & SunAlliance	13 14 15 16 17 18 19 20 21	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an agenda. Does everybody have that or would anybody like a copy?
12 13 14 15 16 17 18	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE Financial Risk Officer Royal & SunAlliance JOELLE de LACROIX	13 14 15 16 17 18 19 20 21	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an agenda. Does everybody have that or would anybody like a copy? We're all good to go. Let's start
12 13 14 15 16 17	BRIAN THIBODEAU, ESQ. Senior Counsel Royal & SunAlliance DENNIS T. HAVER, ESQ. Assistant General Counsel Royal & SunAlliance ANDRE LEFEBVRE Financial Risk Officer Royal & SunAlliance JOELLE de LACROIX	13 14 15 16 17 18 19 20 21 22 23	MS. LACROIX: Joelle de Lacroix, Commercial Risk. THE UMPIRE: Thank you. MR. DIELMANN: I'm Theodor Dielmann, and I'm the party-appointed arbitrator for Commercial Risk. THE UMPIRE: I had circulated an agenda. Does everybody have that or would anybody like a copy? We're all good to go. Let's start off with disclosures by the panel. I'll

		5 :	Proceedings Enhance 22, 2006	
1	Proceedings - February 22, 2006	1	Proceedings - February 22, 2006	
2	concerned, starting with Mr. Dielmann,	2	where I live in New Hampshire. I did	
3	whom I've known for 20 years, our first	3	not know that until this morning.	
4	meeting was conducting business between	4	Mr. Higgins and I, I don't believe	
5	our then respective employers. I've	5	we've had the pleasure of meeting, we	
6	seen him many times particularly in the	6	might have seen each other at ARIAS type	
7	last five years or so, mainly in social	7	contexts, but I don't believe so.	
8	contexts, such as ARIAS meetings and so	8	Ms. Lacroix, I believe I've met	
9	on. I know there were a number of	9	you somewhere in our careers in	
10	business dealings between my immediately	10	reinsurance, I just don't recall where	
11	preceding employer, RiverStone Group,	11	but I know we have met sometime, forgive	
12	and companies that Mr. Dielmann	12	me if your memory is better than mine.	
13	represented but I was not directly	13	As far as the parties are	
14	involved in any of those. Mr. Dielmann	14	concerned, when I was a litigation	
15	and I have come close to working	15	manager at RiverStone I was involved in	
16	together on panels but this is the first	16	what turned out to be quite a complex	
17	time we have ever done so.	17	dispute that did involve Security of	
	As far as Mr. Haber is concerned,	18	Hartford that I believe Mr. Haver was	
18	I met him first several years ago when	19	directly involved in managing and, as I	
19	he was part of the faculty at an ARIAS	20	say, I was involved in the litigation	
20		21	side of that. We never did meet during	
21	intensive training workshop and I was a	22	it although I think we probably read	
22	mere student. I have met him many	23	each other's correspondence quite	
23	times, again, in social and ARIAS type	24	extensively. It was a matter that did	
24	contexts and at industry conferences or	25	settle eventually, I believe last year.	
25	seminars since. Like Mr. Dielmann, I	25	Settle Grantathy, Footbroites, year.	
		6		
1	Proceedings - February 22, 2006	· 1	Proceedings - February 22, 2006	
2	know Mr. Haber and I have come close to	2	I was also involved at RiverStone	
3	working together on panels but this is	3	in trying to resolve some business	
4	the first time we have done so.		the state of the s	
5		4	issues such as commutations and so on	
		5	with a company, my memory tells me it's	
6	Mr. Haber was a party-appointed	i		
6 7	Mr. Haber was a party-appointed arbitrator a number of times, I don't	5	with a company, my memory tells me it's	
7	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were	5 6	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another	
7 8	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former	5 6 7	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of	
7 8 9	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never	5 6 7 8 9	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is	
7 8 9 10	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those.	5 6 7 8 9 10	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I	
7 8 9 10 11	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned,	5 6 7 8 9 10	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with	
7 8 9 10 11	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in	5 6 7 8 9 10 11	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them.	
7 8 9 10 11 12	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly.	5 6 7 8 9 10 11 12	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly	
7 8 9 10 11 12 13	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented	5 6 7 8 9 10 11 12 13	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting	
7 8 9 10 11 12 13 14	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated	5 6 7 8 9 10 11 12 13 14	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think	
7 8 9 10 11 12 13 14 15	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've	5 6 7 8 9 10 11 12 13 14 15	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened	
7 8 9 10 11 12 13 14 15 16 17	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on.	5 6 7 8 9 10 11 12 13 14 15 16	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same	
7 8 9 10 11 12 13 14 15 16 17 18	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior	5 6 7 8 9 10 11 12 13 14 15 16 17	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the	
7 8 9 10 11 12 13 14 15 16 17	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of	5 6 7 8 9 10 11 12 13 14 15 16 17 18	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I	
7 8 9 10 11 12 13 14 15 16 17 18	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of each other's existence for some years,	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I worked in for a former employer of mine	
7 8 9 10 11 12 13 14 15 16 17 18	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I worked in for a former employer of mine called Forum Re. And I did know well, I	
7 8 9 10 11 12 13 14 15 16 17 18 19 20	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of each other's existence for some years,	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I worked in for a former employer of mine called Forum Re. And I did know well, I can't recall whether he was then	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of each other's existence for some years, which I'll come back to in a moment.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I worked in for a former employer of mine called Forum Re. And I did know well, I can't recall whether he was then president or at least a senior officer	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Mr. Haber was a party-appointed arbitrator a number of times, I don't know how many, for companies that were managed or associated with my former employer, RiverStone, but I was never involved in any of those. As far as counsel is concerned, I've met Mr. Lewin on many occasions, in the last few years particularly. I believe, again, he also has represented some RiverStone or Fairfax associated companies but not anything that I've directly worked on. Mr. Haver and I have not met prior to this morning although we've known of each other's existence for some years, which I'll come back to in a moment. I don't believe I've met any of	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	with a company, my memory tells me it's Connecticut Indemnity, an affiliate of Security of Hartford, for yet another affiliate of the Fairfax group. As far as Commercial Risk is concerned, either of the companies, I have had no business relationship with them. Now, my memory may be slightly incorrect here when I was putting together these disclosures but I think that when Commercial Risk first opened its doors in Bermuda, it was in the same building, ironically enough the Continental Insurance building, that I worked in for a former employer of mine called Forum Re. And I did know well, I can't recall whether he was then	

1 2 3	Proceedings - February 22, 2006	9 1	Proceedings - February 22, 2006	11
2				
		2	the same two parties but different	
3	don't know that this amounts to a	1	transactions where he and I are both	
	disclosure yet but as I read the briefs,	3		
4	it did occur to me that if either or	4	party-appointed arbitrators, and the	
5	both sides call witnesses that have a	5	counsel is the same, the only difference	
6	Bermudian connection, such as	6	is we don't have an umpire.	
7	individuals from Commercial Risk, from	7	And that's my disclosures as to	
8	Legion Insurance Company, or from	. 8	the panel.	
9	H&H Park, the brokers involved here, I	9	As to Security of Hartford and the	
10	may well know them personally because I	10	Royat & SunAlliance Group, let me	
11	lived in Bermuda twice so I'm just	11	preface my disclosures by saying in my	
12	giving predisclosure of that were it to	12	former life I was general counsel to the	
13	come up.	13	Continental Corporation, that means	
14	I would add that during my over	14	every person in this room has either	
15	35 years' career in the reinsurance	15	sued me, been sued by me, engaged in	
16	business, which included over 25 years	16	reinsurance transactions with us, both	
17	as a reinsurance underwriter, I know	17	as cedent and assuming company. I have	
18	that I was involved in business	18	no recollection of any of that but if	
19	relationships, I could not specify them	19	someone wishes to remind me, I will	
20	at all here, that would involve	20	search my memory and disclose as much as	
21	virtually all of the companies here on a	21	f can recollect.	
22	reinsurance or ceded or assumed basis	22	I believe disclosure is an ongoing	
23	other than Commercial Risk, I don't	23	obligation and I will endeavor to	
24	think anything there.	24	disclose everything necessary to the	
25	Those are my disclosures.	25	point of boredom for all of you up	
		10		12
1	Proceedings - February 22, 2006	1	Proceedings - February 22, 2006	
2	Obviously I welcome any questions.	2	through the final judgment or settlement	
3	MR. LEWIN: We have no questions.	3	of this case.	
4	MR. HIGGINS: We have no	4	With regard to Security of	
5	questions.	: 5	Hartford, as I said, there are two other	
6	THE UMPIRE: Thank you.	6	cases there was one other case	
7	MR. HABER: Thank you.	7	pending, and in 1998, prior to the	
8	Again, I'm Martin Haber,	8	purchase of Security of Hartford by the	
9	party-appointed arbitrator for Security	9	Royal & Sun group, I think they had a	
10	of Hartford in this matter.	10	premium finance dispute in the State of	
11	First as to my colleagues, I will	11	South Carolina and I was hired by the	
12	reiterate exactly what Mr. Thirkill has	12	Orion Capital Group, which was the prior	
13	said about our relationship. I have	13	owner, as an expert witness regarding	
14	nothing really further to add to that.	14	premium financing. That case settled in	
15	Mr. Dielmann and I met, I guess	15	1998.	
16	this is the second time of our	16	With regard to SCOR, there were	
17	face-to-face meeting on his last trip	17	three matters, one of which is pending	
18	when this to America when this case	18	but I am told is inches away from	
19	was first starting, he and I did met for	19	settlement and there is a settlement	
20	lunch and we had a very pleasant	20	negotiation going on now between SCOR	
21	discussion about how we would be working	21	and the other party. No counsel in this	
22	together on this matter.	22	room is involved and substantively there	
23	The only other disclosure I have	23	are no issues that I know that are	
23 24	is, with regard to Mr. Dielmann, is	24	similar.	
25	there is another case pending involving	25	The Royal cases were the other	

		13		
	Deceadings Enhrugge 22, 2006	1	Proceedings - February 22, 2006	
	Proceedings - February 22, 2006	2	Casualty Insurance Company in an	
! 	things, as I said, that I've disclosed.	3	arbitration and The Fire and Casualty	
	With regard to D'Amato & Lynch,	4	Company is a	
	there were a total of three cases in		MR. HABER: I'm sorry, you're	
	which I was involved, other than this	5	* *	
	one. One is the other Royal case as	6	absolutely right, let me amend.	
	mentioned previously. We had a case	7	There was another arbitration that	
	where I was appointed for a client	8	did, in fact, go to judgment. My	
	opposite to D'Amato & Lynch's client	9	problem is because so many companies	
)	that settled in February of 2001, and	10	have so many subsidiaries it's very	
1	another case that went to judgment in	11	difficult to remember, but I thank	
2	February of 2004.	12	Mr. Haver for reminding me. I was the	
3	As to the Stroock law firm, there	13	umpire in a case that went to judgment	
1	were nine matters in total where I was	14	three years ago, I'm going to say,	
5	involved. Of the nine matters, with the	15	involving a different affiliate and	
3	exception of one where I was appointed	16	another company involving transactions	
7	by a client opposed to Stroock's client,	17	in California that have nothing to do	
3	I have been appointed by Stroock in, as	18	with this.	
9	I said, eight other matters.	19	MR. HIGGINS: No questions.	
)	Of the eight matters, two matters	20	MR. LEWIN: We have no questions.	
1	are pending and not counting the	21	THE UMPIRE: Let me supplement	
2	Royal cases. And I am told one of those	22	mine with two things that you jogged my	
3	two matters might be settling but,	23	memory on there.	
4	again, no one has told me anything more	24	One is the panel that you're	
, 5	specific, and in the two matters that	25	talking about earlier on with	
	- " 5 1 00 0000	14	Proceedings February 22, 2006	
l	Proceedings - February 22, 2006	1	Proceedings - February 22, 2006 Mr. Dielmann, I believe that I filled up	
2	are pending, we've not even appointed an	2	a questionnaire form or the same	
}	umpire yet so I have no idea how that's	3	•	
ļ.	going to go.	4	questionnaire form as was filled up for	
5	Four of the matters went to	5	this one. I'm delighted to hear that an	
6	judgment and two others were settled.	6	umpire hasn't been selected. Which also	
,	And those are the sum total of my	7	leads me as far that umpire	
}	Stroock disclosures.	8	questionnaire form, and I'm sorry I	
)	I am pleased to answer oh, yes,	9	forgot to mention it earlier, but I	
0	one other thing, Mr. Haver and I know	10	believe and my hope is that I put on the	
1	each other probably north of 25 years.	11	original questionnaire form is that I am	
2	When he was employed solely by the Royal	12	currently an umpire in a matter where	
3	and when the Royal was here in New York,	13	Stroock & Stroock & Lavan's West	
4	we were involved in various lobbying	14	Coast – a West Coast office, so Jim	
5	efforts, for want of a better term,	15	Fitzgerald, I don't remember which	
6	involving the American Insurance	: 16	particular office, is the counsel. I do	
7	Association.	17	not know who nominated me for that but I	
8	And I believe those are the sum	18	believe I put it on the questionnaire	
	total of my disclosures and I'm pleased	19	form, I just forgot it this morning.	
9	to answer any questions.	20	Sorry.	
9:0	• •	21	MR. DIELMANN: Compared to my	
:0	Mr. Lewin?			
:0 :1	Mr. Lewin? MR. LEWIN: No questions.	22	esteemed co-panelists, I am just a blank	
:0 :1 :2		22 23	esteemed co-panelists, I am just a blank sheet, so I can cut this short.	
:0 :1	MR. LEWIN: No questions.	i	•	

		17		
1	Proceedings - February 22, 2006	1	Proceedings - February 22, 2006	
2	nothing to add other than to say who	2	MR. HIGGINS: I just have a couple	
3	doesn't know Marty has never been to an	3	questions on the confidentiality.	
4	ARIAS meeting.	4	THE UMPIRE: Okay, why don't you	
5	As far as the parties are	5	do the hold harmless and then we'll do	
6	concerned, I have no relationship	6	the confidentiality.	
7	whatsoever other than, you know, this	7	MR. LEWIN: Fair enough.	
8	particular arbitration.	8	THE UMPIRE: Did you want to go	
9	As far as the legal counsel are	9	ahead with comments on the	
-	·	10	confidentiality?	
10	concerned, you know, it both comes back	11	•	
11	to when I did my round I think four or		MR. HIGGINS: We did discuss, I	
12	five years ago, I visited both	12	did discuss with an associate from	
13	Mr. Higgins and some gentleman from	13	Stroock, who is not here today, the	
14	Stroock & Stroock. Somehow, I do not	14	one the change that they indicated	
15	know how they Mr. Higgins dug up my	15	they wanted which was disclosure	
16	name again, but there is a present that	16	essentially only on a judgment I'm	
17	I still have in my cupboard, a T-shirt	17	sorry, on a court order which would	
18	with Stroock & Stroock on it, but the	18	require it, disclosure. And some other	
19	color doesn't suit me so well so l	19	provisions in the original agreement.	
20	haven't put it on yet.	20	We don't have a problem with that.	
21	So this is all I have to say.	21	We'd like to make sure that to the	
22	MR. HIGGINS: We have baseball	22	necessary extent reinsurers can be made	
23	hats.	23	aware of this arbitration if we need to	
24	MR. LEWIN: What color?	24	give reinsurers information, you know,	
25	MR. DIELMANN: It was black.	25	in the ordinary course of business that	
		18		
1	Proceedings - February 22, 2006	1	Proceedings - February 22, 2006	
2	THE UMPIRE: The umpire refuses to	2	provides for auditors.	
3	wear a black hat.	, 3	Does anyone have a problem with	
4	MR, LEWIN: We have no questions.	4	that?	
5	THE UMPIRE: Any questions of	5	MS. JACOBSON: Actually, it's the	
6	Mr. Dielmann?	6	typical ARIAS form which provides that	
7	MR, HIGGINS: No questions.	7	you may disclose to retrocessionaires.	
8	THE UMPIRE: So can I take it that	8	MR. HIGGINS: Where is that?	
9	the parties accept the panel as	9	MS. JACOBSON: Let me give you a	
	constituted?	10	copy, John.	
10 11	MR, LEWIN: Yes.	10	MR. HABER: Michelle, out loud for	
		12	the record.	
12	THE UMPIRE: And has thank you.	13	MS. JACOBSON: 3(a) says,	
13	Has either of you prepared hold	14	"Disclosure of arbitration information	
14	harmless forms, the customary ARIAS			
15	type?	15	may be made: (a) to the extent necessary	
16	MR. LEWIN: Yes. Would you like	16	to obtain compliance with any interim	
4	to sign them?	17	decisions or the final award herein, or	
	THE UMPIRE: We'd be very	18	to secure payment from	
18	and the second s	19	retrocessionaires." So the form would	
18 19	grateful.		and defendant	
18 19	MR. LEWIN: Do you want us to take	20	provide for that.	
18 19 20	*	20 21	MR. HIGGINS: Okay.	
18 19 20 21	MR. LEWIN: Do you want us to take	20 21 22	·	
18 19 20 21 22	MR. LEWIN: Do you want us to take a moment to sign this and the	20 21	MR. HIGGINS: Okay.	
17 18 19 20 21 22 23	MR. LEWIN: Do you want us to take a moment to sign this and the confidentiality, should we do this at	20 21 22	MR. HIGGINS: Okay. The other question I had, the form	